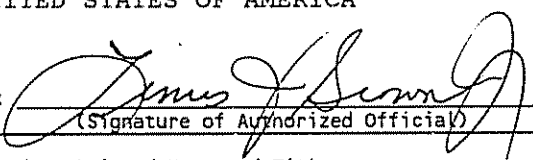
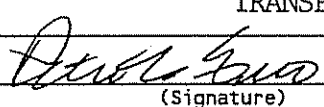
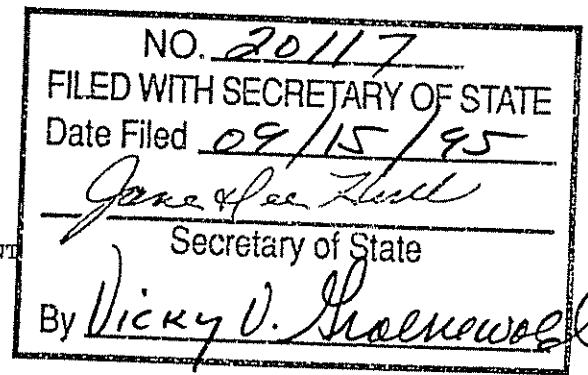


Bureau of Indian Affairs		COOPERATIVE AGREEMENT		Page <u>1</u> of <u> </u>	
1. Effective Date SEP 13 1995		2. Recipient Number KR95--0689-TRN ADOT ECS File No. JPA 95-29		3. Agreement Number GTH005034	
4. ISSUED BY			5. ISSUED TO RECIPIENT		
Bureau Organization and Address: Bureau of Indian Affairs Phoenix Area Office P. O. Box 10 Phoenix, Arizona 85001			Organization and Address: Arizona Department of Transportation Joint project Administration 205 South 17 Avenue, Mail Drop 616E Phoenix, Arizona 85007		
6. BUREAU ADMINISTRATOR			7. RECIPIENT ADMINISTRATOR		
a. Name: <u>Vernon Palmer</u>			a. Name: <u>Pete L. Eno</u>		
b. Title: <u>Area Roads Engineer</u>			b. Title: <u>Contract Administrator</u>		
c. Telephone No.: <u>(602) 379-6782</u>			c. Telephone No.: <u>(602) 255-2986</u>		
d. Post Office Address: <u>P.O. Box 10</u> <u>Phoenix, Arizona 85001</u>			d. Post Office Address: <u>205 South 17th Avenue, Mail Drop 616E</u> <u>Phoenix, Arizona 85007</u>		
8. Purpose and Description: Intersection Improvements at Various Locations on the Fort Apache Indian Reservation: FY'96, FY'97 & FY'98				9. Performance Period a. Start: <u>DATE OF AWARD</u> b. Complete: <u>09/30/98</u>	
10. Accounting and Appropriation Data: H00400 9396 93113 41.20 H5247200				11. Estimated Agreement Amount a. Initial: \$ <u>1,000,000.00</u> b. Amended: \$ <u> </u>	
12. CONDITIONS: This agreement is subject to the conditions of the following documents, which are attached: a. Scope/Statement of Agreement (<u>4</u> page(s)) c. General Provisions Applicable Agreement. The order of precedence in the event there is a conflict or inconsistency in any attachments will be as follows: (i) Scope/Statement of Agreement and (ii) General Provisions Applicable to Agreement.					
13. GOVERNMENT			14. RECIPIENT		
a. This cooperative agreement is offered under the authority of Title 23, U.S.C., Section 204 (b) (c) and (d), as amended by P.L. 102-240 - Intermodal Surface Transportation Efficiency Act of 1991.			b. The recipient accepts this cooperative agreement. The under-signed represents that he is duly authorized to act in behalf of the recipient.		
b. UNITED STATES OF AMERICA By:  (Signature of Authorized Official)			b. Name of Grantee ARIZONA DEPARTMENT OF TRANSPORTATION By:  (Signature)		
c. Typed or Printed Name and Title Linus J. Brown, Jr. 1420-4105-0698			c. Typed or Printed Name and Title PETER L. ENO, Contract Administrator		
d. Dated Signed SEP 13 1995			d. Date Signed 13 September 1995		

RECEIVED
BIA - PAD
CONTRACT ADMINISTRATION
SEP 19 10 22 AM '95



SCOPE/STATEMENT OF AGREEMENT

1. INTRODUCTION:

This Cooperative Agreement pursuant to Title 23, U.S. C., Section 204 (b) (c) and (d), as amended by P.L. 102-240 - Intermodal Surface Transportation Efficiency Act of 1991, and Arizona Revised Statutes Section 11-951 through 11-954, is between the United States Department of the Interior, Bureau of Indian Affairs, Phoenix Area Office, hereinafter referred to as the "BIA" and the State of Arizona, action by and through its Department of Transportation, hereinafter referred to as the "State".

SCOPE

- A. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
- B. Upon State Transportation Board approval, the State agrees to:
 - 1. Be responsible for 100% of the cost to design and construct as many Projects for the FY 1999 Projects listed on Exhibit B, as can be designed and constructed, up to 33% of the Bureau's cost for design and construction of the Projects listed on Exhibit A.
- C. Consideration will be given concerning the fiscal year period of each agency.

The BIA has elected to enter into a Cooperative Agreement with the State for the following reasons:

- A. This is a State Project and the State will be performing a majority of work on the White Mountain Apache Indian Reservation.
- B. Sharing of resources will be a benefit to the State, BIA, the Tribe and the general public.

2. PURPOSE:

The purpose of this Agreement is to:

- A. Share resources toward the completion of identified road construction projects.
- B. Strengthen cooperative working relationships between the Bureau of Indian Affairs, State of Arizona, and the tribal governments in the Phoenix Area Office in the areas of Road construction.
- C. Strengthen State of Arizona effective participation of the Phoenix Area tribal governments and the Bureau of Indian Affairs in the planning and completion of State road construction on Indian reservations.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

3. THE STATE SHALL:

- A. Design the improvement for Cradleboard and Hondah, at no cost to the Bureau, to be constructed in FY 1996. The design costs for Cradleboard and Hondah will not be included in the 33% participation of the Bureau's cost for design and construction of the Projects listed on Exhibit A for FY 1996, 1997 and 1998.
- B. Provide special provisions, project plans, standard drawings and standard specifications to construct the Projects for the FY 1996, 1997, 1998 and those Projects built in FY 1999 up to 33% of the Bureau's cost for design and construction of the Projects listed on Exhibit A.
- C. Invoice the Bureau beginning October 1, 1995 for the estimated design costs for the 1997 Projects listed on Exhibit A.
- D. Invoice the Bureau beginning October 1, 1996 for the estimated design costs for the 1998 Projects listed on Exhibit A.
- E. Be responsible for 100% of the cost to design and construct as many Projects for the FY 1999 Projects listed on Exhibit B, as can be designed and constructed, up to 33% of the Bureau's cost for design and construction of the Projects listed on Exhibit A.
- F. Call for bid and award one or more construction contracts for the Projects constructed in FY 1996, 1997 and 1998, listed on Exhibit A, and as many Projects for the FY 1999 Projects listed on Exhibit B as can be designed and constructed, up to 33% of the Bureau's cost for design and construction of the Projects listed on Exhibit A. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.
- G. Prior to award of a construction contract for each of the Projects listed on Exhibit A, invoice the Bureau for the estimated cost awarded to construct the Projects.
- H. Upon completion of each Project, the State will advise the BIA of the date and time of the final inspection 15 days prior to the inspection.
- I. Upon completion of each of the Projects listed on Exhibit A, prepare a detailed accounting of the final costs to construct the Projects. Said detail shall include the cost for contingencies approved by the Bureau during construction of the Projects.
- J. Be responsible for the cost of construction engineering on all Projects in FY 1996, 1997, 1998 and those Projects built in 1999.
- K. After receipt of all ownership and interest holder information provided by the BIA, be responsible for preparation of all acquisition packages needed to acquire all property rights and interests necessary for construction.
- L. Upon completion of the Projects listed on Exhibit A and B, provide maintenance of each Project constructed from the date construction is completed.

4. BIA SHALL:

- A. Be responsible for obtaining environmental clearances necessary for all Projects built, listed on Exhibit A and B.
- B. Review design documents for all Projects listed on Exhibit A and B, and provide comments as appropriate.
- C. Be responsible for funding the construction of Cradleboard and Hondah intersections listed on Exhibit A under FY 1996.
- D. Be responsible for funding the design and construction of the Projects listed on Exhibit A for FY 1997 and 1998.
- E. Be responsible for the cost of relocating any utilities during construction of the Projects listed on Exhibit A, that have prior rights, including the cost of any locator services necessary to determine location of utilities within the Project limits.
- F. Upon receipt of an invoice, submit to the State the estimated design cost to design the FY 1997 and 1998 Projects listed on Exhibit A.
- G. Prior to award of a construction contract by the State and receipt of an invoice, submit to the State the estimated construction cost of the Projects listed on Exhibit A.
- H. Be responsible for any contract modifications, made necessary by design scope changes, approved by the Bureau during design of the Projects listed on Exhibit A.
- I. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the Bureau.
- J. The BIA will participate in the final inspection of each Project.
- K. Be responsible for providing to the State, all information which identifies the ownership and/or interest holders, including unrecorded interest holders, of all properties necessary for construction of the Projects listed in exhibit A and those built from exhibit B.
- L. After receipt of acquisition packages, provided by the State, be responsible for acquiring all property rights and interests necessary for construction of Projects listed in Exhibit A and those built for Exhibit B prior to the awarding of each Project's construction bid.
- M. Be responsible for any construction change orders approved by the BIA during construction of the Projects listed in Exhibit A.

5. THE BIA AND THE STATE HEREBY MUTUALLY AGREE TO THE FOLLOWING:

- A. This agreement shall remain in force and effect until completion of said Projects up to the State's 33% participation; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon sixty (60) days written notice to the other party.
- B. This agreement shall become effective upon filing with the Arizona Secretary of State.

- C. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of State employees.
- D. In the absence of federal law or regulation, applicable laws and regulations of the federal and State Government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and the Federal Government, and acceptable to the State and the BIA.
- E. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

United States Department of Interior
Bureau of Indian Affairs
Phoenix Area Office
One North First Street
P.O. Box 10
Phoenix, AZ 85001

- F. Attached hereto and incorporated herein is the written determination of the State's legal counsel that the parties are authorized under applicable law to enter into this agreement and that the agreement is in proper form.

GENERAL PROVISIONS

101. Period of Performance:

This Agreement shall take effect on the date of signing by authorized representatives of the BIA and the State, and shall remain in effect until terminated as provided in paragraph 108 below.

102. Grant Officer's Representative. A senior line official of the Phoenix Area Office will be designated by separate memorandum to perform the duties of the Grant Officer's Representative.

103. Disputes. As provided in this Cooperative Agreement, any dispute concerning a question of fact arising under this Cooperative Agreement which is not disposed of by mutual agreement shall be decided in accordance with Section 5. D. of this agreement.

104. Audit. The State shall adhere to the audit requirements as required by OMB Circular A-128.

105. Applicable Regulations. The uniform administrative requirements of OMB Circular A-102 and cost principles of A-87 shall apply to this Agreement. These include the procedures for monitoring and reporting program performance and expenditures.

106. Reporting Requirements. The recipient shall provide quarterly progress narrative reports to the Grants Officer through the GOR.

The quarterly narrative report shall describe and evaluate the activities undertaken pursuant to this agreement. Each report shall contain accomplishments or problems encountered and any other relevant information. Two copies of the quarterly narrative reports shall be submitted to the Grants Officer and reporting due dates shall be the 15th day of the month following the end of the each quarter.

107. Funding Obligation, Billing, and Payment Procedures

Payment under this agreement will be made by reimbursement of all allowable and reasonable costs incurred by the recipient and approved by the BIA, up to but not exceeding the agreement amount.

The State may request payment by utilizing Standard Form 270 (7-76) Request for Advance or Reimbursement. When payment is approved, funds will be electronically transferred to the recipient's bank account indicated on the Automated Clearinghouse Form (ACH). Whenever there is a change to the Financial Information portion of the ACH form, a new form must be submitted to the Grants Officer.

108. Period of Agreement and Modification

This Cooperative Agreement will remain in effect until terminated by mutual agreement, or by either party providing 60 days written notice and a justification for termination to the other party. Modification of this Agreement, consistent with its purposes and within its general scope, may be accomplished by Amendments to the Agreement signed by all original parties.

109. Attachments

1. Drug Free Workplace Clause
2. Exhibit A - Proposed Schedule of SR 73 Improvements
3. Exhibit B - ADOT Fiscal Year 1999

DRUG FREE WORKPLACE

Under the Drug-Free Workplace Act of 1988 (Public Law p.L. 100-690) Federal contractors holding contracts valued at \$25,000.00 or more, and grantees are required to:

- * Certify that they will provide a drug-free workplace;
- * Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace;
- * Establish an ongoing drug-free awareness program;
- * Require each employee directly involved in the work of a Federal contract or grant to notify company management of any criminal drug statute conviction for a violation occurring in the workplace;
- * Notify the Federal government of such a violation;
- * Require the imposition of sanctions or remedial measures for an employee conflicted of a drug abuse violation in the workplace; and
- * Continue in good faith to comply with the above requirements.

EXHIBIT "A"

PROPOSED SCHEDULE OF SR 73 IMPROVEMENTS

<u>FISCAL YEAR</u>	<u>PROJECT NUMBER</u>	<u>INTERSECTION DESCRIPTION</u>	<u>ESTIMATED COST</u>	<u>TRACS NUMBER</u>
1996	S 215-512	42 CRADLEBOARD	322,000	H401601C
	F 044-1-519	57 HONDAH	861,000	H399101C

NOTE: Cradleboard and Hondah Design being done under different TRACS
Numbers already in ADOT's system.

ADOT FISCAL YEAR 1997

TRACS NO.: H405501D
H405501C

<u>PROJECT NUMBER</u>	<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>
N 900-577	14 JFK SCHOOL	390,600
	19 FARM	188,000
	21 CANYON DAY	188,000
	22 CANYON DAY	256,000
	24 NEAR LDS CHURCH	322,000
	38 N. DIAMOND CREEK	256,000

ADOT FISCAL YEAR 1998

TRACS NO.: H405601D
H405601C

N 900-578	20 KINIHBA	188,000
	26 S. CHINATOWN	188,000
	27 CHINATOWN	188,000
	28 AIRPORT	322,000
	29 N. WHISKEY FLATS	256,000
	30 S. YUCCA FLATS	322,000
	31 N. YUCCA FLATS	188,000
	37 DIAMOND CREEK	188,000
	41 S. CRADLEBOARD	256,000
	43 N. CRADLEBOARD	188,000

EXHIBIT "B"

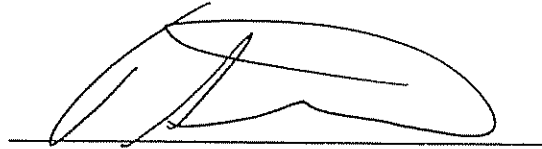
ADOT FISCAL YEAR 1999
TRACS NO.: H405701D
H405701C

<u>PROJECT NUMBER</u>	<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>
N 900-579	16 CEDAR CREEK	188,000
	32 S. RAINBOW CITY	188,000
	33 CTR. RAINBOW CITY	188,000
	34 N. RAINBOW CITY	256,000
	44 CRADLEBOARD	188,000
	45 N. CRADLEBOARD	188,000
	46 S. ALCHEASAY FLAT	188,000
	48 ALCHEASAY FLAT	188,000
	52 N. ALCHEASAY FLAT	188,000

RESOLUTION

BE IT RESOLVED on this 5th day of April 1995, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the United States Department of Interior, Bureau of Indian Affairs and the White Mountain Apache Tribe for the purpose of constructing road improvements at various locations on State Route 73.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'LARRY S. BONINE', is written over a horizontal line.

LARRY S. BONINE, Director
Arizona Department of
Transportation



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0689-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 14th day of September, 1995.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8918G/118